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**BARTON L. KLINE**  
Senior Attorney

IDAHO PUBLIC  
UTILITIES COMMISSION  
January 10, 2005

Conley E. Ward  
Givens, Pursley LLP  
277 N. 6th Street, Suite 200  
P.O. Box 2720  
Boise, Idaho 83701-2720

Re: Case No. IPC-E-05-01  
Typographical Error in U.S. Geothermal - Idaho Power  
Firm Energy Sales Agreement

Dear Conley:

Scott Woodbury called to advise me that in Section 1.8 on page 2 of the U.S. Geothermal Firm Energy Sales Agreement there is a citation to Commission Order No. 29214. That order is not applicable to this Agreement. It appears that a typographical error has occurred and the correct citation should be to Commission Order No. 29632.

As such, Section 1.8 should be corrected to read as follows:

"1.8 "Initial Capacity Determination" -- The process by which Idaho Power confirms that under normal or average design conditions the Facility will generate at no more than 10 average MW per month and is therefore eligible to be paid the published rates in accordance with Commission Order No. 29632."

With your permission, I will send a revised page 2 containing the corrected Section 1.8 to the Commission Secretary and request that she replace the page 2 containing the erroneous Commission order citation with the enclosed corrected page 2.

If you concur with the above-described course of action, please send me an e-mail to confirm your concurrence and copy Scott Woodbury at the same time.

Sorry for the inconvenience.

Very truly yours,

Barton L. Kline

BLK:jb

c: Scott Woodbury, IPUC  
Randy Allphin, Idaho Power  
Monica Moen, Idaho Power  
Daniel Kunz, U.S. Geothermal

Ratings directly providing motive force for individual generation units must equal the generator rating of the individual generation unit(s) as specified in Appendix B. The Geothermal Production Well Contribution Ratings will be as specified in Appendix B or as may be adjusted in accordance with paragraph 14.4 of this Agreement.

- 1.6 “Inadvertent Energy” — Electric energy Seller does not intend to generate. Inadvertent energy is more particularly described in paragraph 7.3 of this Agreement.
- 1.7 “Interconnection Facilities” - All facilities required to be installed to interconnect and deliver energy from the Facility to the Transmitting Entity’s system including, but not limited to, connection, switching, metering, relaying, communications and safety equipment.
- 1.8 “Initial Capacity Determination” — The process by which Idaho Power confirms that under normal or average design conditions the Facility will generate at no more than 10 average MW per month and is therefore eligible to be paid the published rates in accordance with Commission Order No. 29632.
- 1.9 “Losses” — The loss of electrical energy expressed in kilowatt hours (kWh) occurring as a result of the transformation and transmission of energy between the point where the Facility’s energy is actually delivered to the Transmitting Entity (measured by either the Idaho Power or the Transmitting Entity’s Metering Equipment) and the Point of Delivery on the Idaho Power electrical system. The loss calculation formula will be as specified in Appendix B of this Agreement.
- 1.10 “Market Energy Cost” — Eighty-five percent (85%) of the weighted average of the daily on-peak and off-peak Dow Jones Mid-Columbia Index (Dow Jones Mid-C Index) prices for non-firm energy. If the Dow Jones Mid-Columbia Index price is discontinued by the reporting agency, both Parties will mutually agree upon a replacement index, which is similar to the Dow Jones Mid-Columbia Index. The selected replacement index will be consistent with other similar agreements and a commonly used index by the electrical industry.
- 1.11 “Material Breach” — A Default (paragraph 22.2.1) subject to paragraph 22.2.2.